

City of Chula Vista and CVEA/SEIU Local 221

Side Letter of Agreement

The City of Chula Vista ("the City") and Chula Vista Employees Association/SEIU Local 221 ("CVEA") agree to the following Side Letter:

1. In light of the City's budget deficit, CVEA will give up the 4% COLAs provided for in the MOU with the City effective January 1, 2009 and January 1, 2010.
2. The parties will extend the current MOU for two years, such that it will now expire on June 30, 2012, instead of June 30, 2010.
3. Either party can request a reopener on the issue of wages only in March 2010, with any change effective in July 2010, and/or in March 2011, with any change effective in July 2011.
4. The savings generated by CVEA giving up its 4% COLAs effective January 1, 2009 and January 1, 2010 will be used to avoid layoffs of CVEA-represented employees, based on the actual cost of CVEA-represented employees. If the City uses the savings generated by CVEA giving up these COLAs to avoid layoffs in another bargaining unit, this Side Letter will become null and void, and the City must pay the 4% COLAs effective January 1, 2009 and January 1, 2010 to CVEA-represented employees. In addition, if another bargaining unit at the City does not give up all of its COLAs that are effective January 1, 2009 and January 1, 2010, and as a result of this, the City requires additional layoffs from the CVEA bargaining unit, then CVEA-represented employees will receive the same COLAs as those provided to the other bargaining unit that did not give up all of its COLAs and caused additional layoffs within CVEA. The references in this paragraph to another bargaining unit do not apply to the Western Council of Engineers.
5. In January 2011 and January 2012, CVEA-represented employees will receive a wage increase, if such increase is warranted, according to a Salary Range Adjustment ("SRA") analysis performed by the City prior to each such year. The SRA will be performed as follows:
 - a. The parties will agree to benchmark classifications, so that a comparison can be done against comparable classifications in agreed upon cities.
 - b. The parties will agree to an appropriate list of San Diego County cities for the SRA analysis.
 - c. A comparison will be done between the base wage rates paid for the benchmark classifications at the City of Chula Vista against the base wage rates for comparable classifications at the agreed upon cities.
 - d. The City and CVEA agree to meet to determine the benchmark classifications and the positions in the same classification series, and to


agree upon the San Diego County cities that will be used for the salary comparisons. In addition, the City will conduct a new SRA analysis for later use as described in paragraphs (e) and (f) below. The work in this subparagraph will be done no later than February 28, 2009.

- e. For purposes of the 2011 and 2012 SRA analysis, if the base wage rate for a benchmarked position at the City of Chula Vista is at a lower percentile when compared to the percentile it was at as determined by the SRA analysis in 2009 conducted pursuant to paragraph (d) above, then the benchmarked position will be increased to the comparable percentile. This increase will apply to all positions in the same classification series. However, no increase in 2011 or 2012 will exceed 4% per year.
- f. The City and CVEA agree to meet no later than November 15, 2010 and November 15, 2011 to determine if salary range adjustments are required under subparagraph (e) above effective January 2011 and/or January 2012.

This Side Letter is executed on January 12, 2009.

Chula Vista Employees Assn./SEIU Local 221

City Of Chula Vista



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